



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
EHS80371

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH ENVIRO HLTH SERVICES  
 CAPITOL AND WASHINGTON STREETS  
 1 DAVIS SQUARE, SUITE 200  
 CHARLESTON, WV  
 25301-1798 304-558-2981

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/07/2008				
BID OPENING DATE: 02/07/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				OPEN-END BLANKET CONTRACT		
0001	1	EA		952-90		
				CHIEF OPERATOR TRAINING MATERIAL DEVELOPMENT		
				FOR A 1-DAY CHIEF OPERATOR TRAINING COURSE TO FACILITATE COMPLIANCE WITH CURRENT PUBLIC WATER SYSTEM OPERATOR CERTIFICATION REQUIREMENTS PER THE ATTACHED SPECIFICATIONS.		
0002	10	EA		952-90		
				ARRANGE & CONDUCT CHIEF OPERATOR TRAINING COURSES		
				CONDUCT TEN (10) 1-DAY CHIEF OPERATOR TRAINING COURSES WITH TWO (2) BEING IN EACH OF OEHS-EED'S FIVE (5) DISTRICT OFFICE COVERAGE AREAS, PER THE ATTACHED SPECIFICATIONS.		
				EXHIBIT 3		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON            ..... AND EXTENDS FOR A PERIOD OF ONE (1)            YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS            NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE            ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL            NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE            TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY            REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS            WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE            IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND            PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE            CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL            WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,            SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)            DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL            BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE            ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE            (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE            RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN            NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES            SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM            TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY            AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN            MARKET, WITHOUT THE FILING OF A REQUISITION OR COST            ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR            IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN            CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-</p>						

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<p>PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001          INQUIRIES          WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/23/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE</p>						

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<p>QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						
<p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</p>						

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<p>CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER, AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: -----  * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----RW/FILE 22----- RFQ. NO.:-----EHS80371----- BID OPENING DATE:-----2/7/2008----- BID OPENING TIME:-----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY):  -----  ***** THIS IS THE END OF RFQ    EHS80371    ***** TOTAL: _____						

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## CHIEF OPERATOR TRAINING COURSE

### SPECIFICATIONS

The State of West Virginia, Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Environmental Health Services (OEHS), Environmental Engineering Division (EED) is seeking vendor quotations for developing, arranging, and conducting ten (10) 1-day Chief Operator Training courses in West Virginia to facilitate compliance with current public water system (PWS) operator certification requirements.

### OEHS GENERAL OBJECTIVES

The objective of these courses is to create a training curriculum that:

- Prepares operators for the responsibilities and duties associated with Chief Operator designation.
- Is offered as a traditional classroom course to operators across West Virginia.
- Facilitates compliance with Federal and State certification requirements.
- Is in an electronic format for OEHS to make available as an on-line course indefinitely to West Virginia operators after vendor contract expires.

### DELIVERABLES TO BE PERFORMED BY VENDOR

The successful vendor shall perform the specified deliverables within the time frame given in the bid quotation. All deliverables are mandatory requirements that must be met by the successful vendor.

**DELIVERABLE #1:** Develop all course materials in Microsoft (MS) Word format for a 1-day Chief Operator Training course to facilitate compliance with current public water system (PWS) operator certification requirements.

- I. Vendor will develop all course materials for:
  - A. MS PowerPoint presentation.
  - B. Course manual in Microsoft (MS) Word, which will include, but is not limited to:
    1. Content area information, including but not limited to:
      - a. Basic Supervision: Review of ethical considerations, such as boundaries, expectations, conflict management skills, the WV Ethics Act, hiring and developing personnel.

- b. Regulatory Issues: Review operator regulations and administrative duties pertaining to the Chief Operator. Review of any OEHS, Public Service Commission (PSC), Department of Environmental Protection (DEP) and Division of Highway (DOH) rules and reports requirements pertaining to the Chief Operator.
  - c. Documentation Issues: Review of related documentation and forms, such as operator certification forms, monthly operational reports (review common completion mistakes), preparing for and responding to sanitary surveys, consumer confidence reports (CCRs), and other monitoring and reporting requirements (ie. issuance and lifting of Boil Water Notices).
  - d. Communication Issues: Written and verbal communications and relations with OEHS district office and program contacts, DEP, PSC, DOH, Board/Council/Local officials, co-workers, and the public.
  - e. Personnel management Issues: Review of operator onsite requirements and rule compliance (renewals, continuing education hours (CEHs), adequate coverage, operators in training (OITs) oversight, and operator variances and waivers).
  - f. Review of security, source water protection & vulnerability assessment requirements.
  - g. Development of preventive maintenance programs and standard operation manuals.
  - h. Any relevant EPA references.
  - i. A reference list.
  - j. A recommended reading list for additional information.
- C. Compatibility with electronic platform use (files in .doc, .pdf, .ppt, or .xls format).
- D. Unrestricted use by OEHS on its website indefinitely after contract has ended.

**DELIVERABLE #2:** Arrange and conduct ten (10) 1-day Chief Operator Training courses in OEHS-EED's five (5) district office coverage areas of Beckley, Kearneysville, Philippi, St. Albans and Wheeling, West Virginia. Vendor will arrange and conduct two (2) Chief Operator Training courses in each OEHS-EED district office coverage area. OEHS-EED district office coverage areas are referenced on the "EED District Office Map" on Page 8 and the "EED District Office County Coverage" Sheet on Page 9.

- I. The ten (10) Chief Operator Training courses will be conducted within a one (1) year

- period, with the first course scheduled within ninety (90) days of contract award date.
- II. Each course will have six (6) hours of instruction in one (1) day to allow each participant travel time and participation in the course within a normal eight (8) hour work day.
  - III. All courses will be free of any registration costs to all students.
  - IV. Vendor will provide the following items for each of the ten (10) Chief Operator Training courses:
    - A. Meeting facility for conducting course.
    - B. All equipment needed for presenting the course (projector, laptop, screen, etc.)
    - C. Printed course materials for each participant.
    - D. One fifteen (15) minute break during morning session and one fifteen (15) minute break during afternoon session.
    - E. Beverages (coffee, tea, water, and soft drinks) for morning and afternoon breaks.
    - F. On-site lunch for each course participant (up to 30 maximum). Lunch will consist of minimum choices of deli-style sandwiches; including meats, breads, cheeses, lettuce, tomatoes and condiments. In addition to deli-style sandwiches, lunch will include a minimum of chips, drinks (coffee, tea, water and soft drinks) and dessert.
    - G. Sign-in sheet for participants (Photo ID required).
    - H. Course evaluation forms completed by each participant and submitted to OEHS.
    - I. Certificates for all participants.
  - V. Vendor will schedule each Chief Operator Training course per the following criteria:
    - A. Each session will be restricted to thirty (30) students maximum, ten (10) students minimum.
    - B. If the minimum required number of students is not obtained through pre-registration seven (7) calendar days prior to a scheduled session date, OEHS reserves the right to cancel the session.
    - C. Canceled session(s) to be re-offered by vendor within sixty (60) calendar days and must stay within timeframe of contract.
  - VI. Vendor will provide an instructor(s) for conducting Chief Operator Training courses meeting the following criteria:
    - A. A minimum of five (5) years employment in the drinking water industry to demonstrate background knowledge of water system operations, including treatment, distribution, personnel management and operator certification requirements.
    - B. A minimum of five (5) years of classroom instruction experience.

- VII. Within sixty (60) calendar days of being awarded the contract, vendor will develop and submit all course materials to OEHS for approval, including a confidential, twenty-five (25) question, multiple-choice, written exam. OEHS reserves the right to use vendor's course materials for future training courses.
- VIII. Vendor will provide an approved, bound hardcopy of the course manual to each course attendee.
- IX. Vendor will provide two (2) approved, bound hardcopies and a CDROM of electronic files of the course manual to OEHS.
- X. Within sixty (60) calendar days of being awarded the contract, vendor will:
  - A. Provide a schedule of course dates to OEHS to post on its website.
  - B. Advertise course availability by posting schedule on its website.
  - C. Develop one printed mass mailing to target public water system audience.
- XI. Vendor will develop an attendance sign-in sheet to document all course participants, as well as verify student attendance through Photo ID.
- XII. Vendor will develop a course evaluation form to be completed by each participant upon course completion and submit to OEHS as part of the invoice.
- XIII. Vendor will issue a certificate to all participants upon successful completion of the course.

### **OEHS CONTRIBUTION TO CONTRACT DELIVERABLES**

- I. Review and approve vendor's presentation and course manual at least ten (10) calendar days prior to first course offering.
- II. Post vendor's course schedule on OEHS website.
- III. Provide successful vendor relevant contact address information in spreadsheet format for mass mailing to 650-750 public water systems in West Virginia that will potentially be interested in receiving Chief Operator training

### **VENDOR QUOTATION REQUIREMENTS**

All interested vendors must submit quotations using the "Cost Sheet" provided on Page 8 per the following criteria:

- I. An all-encompassing lump sum price for the development of course materials.

- II. An all-encompassing lump sum price for the ten (10) Chief Operator Training sessions. The quoted price must be specific to each OEHS-EED district office coverage area location as referenced on the "Cost Sheet."

## **VENDOR REGISTRATION**

The successful vendor must be in good standing with the West Virginia Bureau for Employment Programs and be registered with the State of West Virginia, Division of Purchasing before a purchase order can be issued.

## **INVOICING**

Upon award, the successful vendor will submit invoices in arrears, to OEHS at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. The invoices will be in a form approved by OEHS and will include a breakdown of costs, attendance sign-in sheets, and completed course evaluations. The vendor will be responsible for payment of all subcontracts, staff, and any other support staff contracted to provide services. State law forbids payment of invoices prior to receipt of services. OEHS reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified of deficiencies within fifteen (15) days of receipt of the invoice.

## **RECORD RETENTION (ACCESS AND CONFIDENTIALITY)**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance and documentation to verify any cost of services or commodities rendered under this contract by vendor. The vendor shall maintain such records a minimum of five (5) years and make available all records to OEHS personnel at vendor's location during normal business hours upon written request by OEHS within 10 days after receipt of the request.

## **NOTICE**

- I. Vendor's quotation must be signed and dated and delivered to the Purchasing Division address on the back of Page 1 of the Request for Quotation.
- II. Vendor's must include its instructor(s) drinking water industry employment and classroom instruction experiences as referenced under DELIVERABLE #2, VI, A-B (not to exceed 10 pages) with its quotation.

- III. Vendor's bid quotation must include a breakdown of costs on the attached "Cost Sheet" per the following criteria:
  - A. An all-encompassing lump sum price for the development of course materials.
  - B. An all-encompassing lump sum price for each of the ten (10) Chief Operator Training sessions. The unit cost must be specific to each of the ten (10) courses within each OEHS-EED district office coverage area as referenced on the "Cost Sheet."

<b>COST SHEET</b>			
<b>DELIVERABLES</b> (Includes all components as described in specifications)	<b>Deliverable Due Date</b>	<b>Unit Cost per Course</b>	<b>Total Course Cost</b>
<b>DELIVERABLE #1:</b> Develop all course materials in Microsoft (MS) Word format for a 1-day Chief Operator Training course to facilitate compliance with current public water system (PWS) operator certification requirements.	First 60 days of contract award date		\$
<b>DELIVERABLE #2:</b> Arrange and conduct ten (10) 1-day Chief Operator Training courses with two (2) in each of the following OEHS-EED district office coverage areas.	ALL within first 12 months of the contract date	Insert Costs Below	
<b>Beckley, West Virginia</b>	First 12 mos. of the contract award date	\$	\$
		\$	
<b>Kearneysville, West Virginia</b>	First 12 mos. of the contract award date	\$	\$
		\$	
<b>Philippi, West Virginia</b>	First 12 mos. of the contract award date	\$	\$
		\$	
<b>St. Albans, West Virginia</b>	First 12 mos. of the contract award date	\$	\$
		\$	
<b>Wheeling, West Virginia</b>	First 12 mos. of the contract award date	\$	\$
		\$	
<b>TOTAL QUOTATION COST:</b>			<b>\$</b>

Vendor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_





**EED DISTRICT OFFICE  
COUNTY COVERAGE**

<b>District Office</b>	<b>Counties Covered</b>	
Beckley District Office 100 East Prince Street Beckley, WV 25801	Fayette Greenbrier McDowell Mercer Monroe	Nicholas Raleigh Summers Wyoming
Kearneysville District Office 1948 Wiltshire Road, Suite 6 Kearneysville, WV 25430	Berkeley Grant Hampshire Hardy	Jefferson Mineral Morgan Pendleton
Philippi District Office 209 South Main Street Philippi, WV 26414	Barbour Braxton Gilmer Harrison Lewis Marion Monongalia	Pocahontas Preston Randolph Taylor Tucker Upshur Webster
St. Albans District Office 808 "B" Street St. Albans, WV 25177	Boone Cabell Calhoun Clay Jackson Kanawha Lincoln	Logan Mason Mingo Putnam Roane Wayne Wirt
Wheeling District Office 117 Methodist Building 1060 Chapline Street Wheeling, WV 26003	Brooke Doddridge Hancock Marshall Ohio	Pleasants Ritchie Tyler Wetzel Wood

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_